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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10 DR. DERRICK ADAMS, CAPE EMERGENCY
11 PHYSICIANS, P.A., and AMERIFINANCIAL
SOLUTIONS, LLC on behalf of themselves
12 and those similarly situated,

13 Plaintiffs,

14 v.

15 EXPERIAN INFORMATION SOLUTIONS,
16 INC., EQUIFAX INC., AND TRANSUNION,

17 Defendants.

No. 2:23-CV-01773-DJC-JDP

**SECOND AMENDED CLASS
ACTION COMPLAINT FOR
VIOLATIONS OF ANTITRUST LAW
AND TORTIOUS INTERFERENCE WITH
EXISTING CONTRACTS**

18 DEMAND FOR JURY TRIAL

19 The Medical Provider Plaintiffs Dr. Derrick Adams and Cape Emergency Physicians,
20 P.A., and the Collection Agency Plaintiff AmeriFinancial Solutions, LLC, bring this action on
21 behalf of themselves and those similarly situated against Defendants Experian Information
22 Solutions, Inc. (“Experian”), Equifax Inc. (“Equifax”), and TransUnion (“TransUnion”)
23 (collectively, the “Three Credit Reporting Agencies”) for violations of the Sherman Antitrust
24 Act, California’s Cartwright Act, and tortious interference with existing contracts under
25 California and New Jersey common law. Plaintiffs, on behalf of themselves and those
26 similarly situated, demand a trial by jury on all counts for which a right to trial by jury is
27 allowed and allege as follows in support of this Second Amended Class Action Complaint:
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1 **JURISDICTION**

2 1. Plaintiffs bring a claim under Sherman Act Section 1 (15 U.S.C. § 1).
3 Plaintiffs seek damages and injunctive relief under Clayton Act Sections 4 and 16 (15
4 U.S.C. §§ 15, 26). Plaintiff Dr. Adams also brings claims under the Cartwright Act (Cal. Bus.
5 & Prof. Code § 16750) and for tortious interference according to California common law,
6 for which he seeks damages and injunctive relief. Plaintiff Cape Emergency Physicians also
7 brings a claim for tortious interference according to New Jersey common law, for which it
8 seeks damages and injunctive relief.

9 2. This Court has subject-matter jurisdiction over Plaintiffs’ Sherman Act claim
10 under 15 U.S.C. § 15, because the claim arises from injuries Plaintiffs suffered by reason
11 of conduct forbidden in the antitrust laws; under 28 U.S.C. § 1331, because the claim
12 arises under the laws of the United States; and under 28 U.S.C. § 1337(a), because the
13 claim arises under an Act of Congress regulating commerce or protecting trade and
14 commerce against restraints of trade. This Court has supplemental jurisdiction of the state
15 law claims under 28 U.S.C. § 1367(a).

16 3. This Court has personal jurisdiction over each of the Defendants because
17 each of the Defendants: performed the trade that was illegally restrained in this State,
18 including in this District; transacted business in this State, including in this District; had
19 substantial contacts within this State, including in this District; and/or were engaged in an
20 unlawful restraint of trade which injured persons residing in, located in, and doing business
21 in this State, including in this District.

22 **NATURE OF THE ACTION**

23 4. In very public fashion, the Three Credit Reporting Agencies announced a
24 formal agreement among themselves to restrain trade by refusing to report unpaid medical
25 bills under \$500 on consumer credit reports. Indeed, it is rare to see such a transparent
26 conspiracy. While the Defendants celebrated their joint action as benefitting patients, this
27 reporting-amount conspiracy represents a categorical violation of the Sherman Act and the
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1 Cartwright Act, and its imposition not only illegally restrains trade, but will also diminish
2 access to medical care by driving providers out of certain areas.

3 5. The Three Credit Reporting Agencies also agreed to extend the time that they
4 report *any* amount of medical debt on a consumer credit report, from 180 days past the
5 due date to 365 days. This reporting-timing conspiracy, which became effective on July 1,
6 2022, also represents a categorical violation of the Sherman Act and the Cartwright Act
7 because it illegally restrains trade.

8 6. Experian, Equifax, and TransUnion could have continued competing on the
9 value of their service to medical providers by deciding independently what information to
10 report on consumer credit reports, and when.

11 7. Instead, the Three Credit Reporting Agencies have conspired to restrain
12 competition in the market for reporting medical-debt information by agreeing not to report
13 unpaid medical debts under \$500 on consumer credit reports, and not to report any
14 medical debt until it has been delinquent 365 days.

15 8. Upon considering these alleged conspiracies, this Court ruled “that
16 Plaintiffs have plausibly alleged unlawful conduct, prohibited by antitrust laws, by the
17 Defendants.” ECF 59 at 13.

18 9. Defendants’ conspiracies not to report medical debt are targeted at medical
19 providers and their agents who help collect payment, and they have harmed those medical
20 providers and collection agencies by devaluing the quality of the medical-debt reporting
21 service that the Three Credit Reporting Agencies provide. Defendants’ services in the
22 relevant market are now equally devalued to medical providers such as Medical Provider
23 Plaintiffs Dr. Adams and Cape Emergency Physicians, and their collection agencies, such
24 as Collection Agency Plaintiff AmeriFinancial Solutions. As a result of this devaluation
25 injury, medical providers and their collection agencies have suffered amounts of damages
26 including nonpayment of medical bills, delayed payment of medical bills, and increased
27 costs to collect payment of medical bills.

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1 10. Before the conspiracies, medical providers furnished information about
2 unpaid medical bills to the Three Credit Reporting Agencies in what had been a mutually
3 beneficial transaction: the Three Credit Reporting Agencies received information about
4 unpaid debts, which increased the value of the credit reports they sold, and medical
5 providers received help persuading patients to pay their medical bills, by virtue of patients'
6 desire to avoid the negative impact of having unpaid medical bills on their credit reports.

7 11. The market Defendants have restrained has a massive economic footprint.
8 The U.S. Consumer Financial Protection Bureau (“CFPB”) had estimated an “outstanding
9 balance of about ***\$88 billion in medical debt collections*** on consumer credit reports” as
10 of 2021.¹ The CFPB also “estimate[d] that ***22.8 million people will have at least one***
11 ***medical collection removed*** from their credit reports when all medical collections less
12 than \$500 are removed.”²

13 12. There are more than one million active physicians in the United States, along
14 with numerous other medical providers of different types. Their unpaid bills under \$500
15 have been removed from consumer credit reports and will no longer be reported by the
16 Three Credit Reporting Agencies.

17 13. The Three Credit Reporting Agencies are the only significant participants in
18 the market for reporting medical-debt information. These Defendants agreed, and issued a
19 *joint* press release to announce, that they would remove, and no longer report, medical debt
20 under \$500 or any medical debt until it was 365 days past the date of first delinquency.

21 14. Defendants’ conspiracies violate Section 1 of the Sherman Act and
22 Section 16720 of the Cartwright Act, and tortiously interfere with medical providers’
23 existing contracts with patients.

24
25 _____
26 ¹ CFPB, *Medical Debt Burden in the United States* at 6 n.10 (Feb. 2022) (emphasis added),
files.consumerfinance.gov/f/documents/cfpb_medical-debt-burden-in-the-united-states_report_2022-
03.pdf.

27 ² CFPB, *Data Point: Consumer Credit and the Removal of Medical Collections from Credit Reports* at 2 (Apr.
28 2023) (emphasis added), files.consumerfinance.gov/f/documents/cfpb_consumer-credit-removal-
medical-collections-from-credit-reports_2023-04.pdf.

1 15. The Medical Provider Plaintiffs, many thousands of other medical providers,
2 and their collection agencies (including Collection Agency Plaintiff AmeriFinancial
3 Solutions), have suffered injury as a direct and proximate result of Defendants' unlawful
4 conduct and are entitled to relief including actual damages, treble damages, equitable
5 relief, and reasonable attorneys' fees and costs.

6 **VENUE**

7 16. Venue is proper in this District pursuant to Section 12 of the Clayton Act
8 (codified at 15 U.S.C. § 22) and 28 U.S.C. § 1391(b)–(d) because a substantial part of the
9 events giving rise to Dr. Adams's claims occurred in this District, a substantial portion of
10 the affected interstate trade and commerce has been carried out in this District, and one or
11 more of the Defendants is licensed to do business in, has agents in, or is found to transact
12 business in, this District.

13 **PARTIES**

14 17. Medical Provider Plaintiff Dr. Derrick Adams resides in Placer County,
15 California. He works and has an ownership share in the medical practice Twelve Bridges
16 Dermatology, located at 2295 Fieldstone Drive, Suite 150, Lincoln, CA 95648. By contract,
17 Dr. Adams is entitled to a set percentage of the money received by Twelve Bridges
18 Dermatology for the medical services Dr. Adams performs at Twelve Bridges Dermatology,
19 and is separately entitled to a set percentage of the practice's profits.

20 18. Medical Provider Plaintiff Cape Emergency Physicians, P.A. is a New Jersey
21 professional corporation with its principal place of business in Cape May Court House, New
22 Jersey.

23 19. Collection Agency Plaintiff AmeriFinancial Solutions, LLC is a limited liability
24 company with its principal place of business in Owings Mills, Maryland.

25 20. Defendant Experian Information Solutions, Inc. is an Ohio corporation with
26 its principal place of business in Costa Mesa, California.

27 21. Defendant Equifax Inc. is a Georgia corporation with its principal place of
28 business in Atlanta, Georgia. Equifax Inc. is a holding company of the credit reporting

1 agency Equifax Information Services LLC, which is an entity formed in Georgia.

2 22. Defendant TransUnion is a Delaware corporation with its principal place of
3 business in Chicago, Illinois.

4 23. All conditions precedent to the bringing of this action have occurred, or
5 Defendants have waived them.

6 **FACTUAL BACKGROUND**

7 **Dr. Adams's Medical Practice**

8 24. Medical Provider Plaintiff Dr. Adams is the sole doctor in a medical practice
9 in the small city of Lincoln, California, near Sacramento. He specializes in dermatology, in
10 which he completed his residency and received certification from the American Academy
11 of Dermatology and the American Osteopathic College of Dermatology. Before his
12 residency, he served in the U.S. Air Force as a Captain and General Medical Officer at the
13 David Grant Medical Center, Travis Air Force Base in Fairfield, California.

14 25. Dr. Adams's current practice, called Twelve Bridges Dermatology, opened
15 in April 2022. He diagnoses and treats skin cancer, psoriasis, eczema, acne, autoimmune
16 disorders, and other skin conditions. Dr. Adams is the Medical Officer of Twelve Bridges
17 Dermatology and has management authority over the operations of Twelve Bridges
18 Dermatology.

19 **Cape Emergency Physicians' Medical Practice**

20 26. Medical Provider Plaintiff Cape Emergency Physicians is a professional
21 corporation that provides emergency medicine services in New Jersey.

22 **AmeriFinancial Solutions' Business**

23 27. Collection Agency Plaintiff AmeriFinancial Solutions works as the agent for
24 multiple medical practices to assist them in collecting payment of unpaid medical bills from
25 patients. AmeriFinancial Solutions has served as the collection agency for Cape Emergency
26 Physicians in New Jersey and, at various times, for medical practices that operate in
27 Alabama, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland,
28 North Carolina, New York, Ohio, Pennsylvania, South Carolina, and Texas.

1 28. On behalf of medical practices, AmeriFinancial Solutions has collected
2 payment on unpaid medical bills for more than twenty years. It has been the AmeriFinancial
3 Solutions' standard practice, for each medical provider client that authorizes it, to furnish
4 information about unpaid medical bills directly to at least one of the Three Credit Reporting
5 Agencies if contacting the patient for payment is unsuccessful.

6 **How Medical Practices Bill Patients and Attempt to Collect Payment**

7 29. After treating patients, the Medical Provider Plaintiffs send a bill to each
8 patient for the portion of the cost for which the patient is financially responsible after
9 insurance and other payments are applied. A substantial number of these bills are for a
10 patient responsibility under \$500. Across the United States, medical practices have sent
11 bills to millions of patients for an amount under \$500 that remain unpaid. In early 2023, the
12 CFPB "estimate[d] that 22.8 million people will have at least one medical collection
13 removed from their credit reports when all medical collections less than \$500 are
14 removed."³

15 30. If patients do not pay their bills, medical practices use accounts-receivable
16 services as their agents to further attempt to collect payment on the unpaid bills from
17 patients. The accounts-receivable services could be employees of the medical practice or
18 a third-party collection agency, such as Collection Agency Plaintiff AmeriFinancial
19 Solutions.

20 31. The Medical Provider Plaintiffs both use a third-party collection agency if
21 patients do not pay their bills. Both of their collection agencies attempt again to
22 communicate with the patients to receive payment, but if patients continue not to pay, then
23 the collection agencies furnish data about the unpaid medical bills to at least one of the
24 Three Credit Reporting Agencies.

25 32. The Three Credit Reporting Agencies recognize there is a mutually beneficial
26 transaction of services between creditors that furnish data on unpaid bills (like medical

27 ³ CFPB, *Data Point: Consumer Credit and the Removal of Medical Collections from Credit Reports* at 2 (Apr.
28 2023), files.consumerfinance.gov/f/documents/cfpb_consumer-credit-removal-medical-collections-from-credit-reports_2023-04.pdf.

1 providers), and the credit reporting agencies that report those unpaid bills on consumers’
2 credit reports. For example, Equifax encourages more businesses to furnish data by
3 advertising “Reporting Data is a Win-Win Situation” with “KEY BENEFITS” for data
4 furnishers that include “Incentivize stronger payment performance from customers by
5 reporting their payment history.”⁴ TransUnion’s website similarly describes a mutually
6 beneficial transaction, and refers to data furnishers as its “customers”:

7
8 Data Reporting is at the heart of the process that builds a consumer
9 credit report. Without data furnishers sending timely and accurate
10 account updates to TransUnion, there is no credit report. Accurate
11 and timely data reporting means successful risk mitigation for
12 businesses, accurate credit scores for consumers and less
13 litigation for credit reporting customers.⁵

14 33. Equifax does not give away for free its debt reporting service. In fact, it
15 charges a monthly fee unless the furnisher provides enough benefit to Equifax by furnishing
16 data on at least 500 accounts per month.⁶

17 34. Historically, the risk that an unpaid medical bill was reported, or could be
18 reported, on a consumer’s credit report incentivized and motivated the patient to pay that
19 bill. Patients understood that an unpaid bill listed on their credit report impacted their credit
20 score, which in turn reduced their access to credit, increased their costs to obtain that
21 credit, and decreased options for other financial transactions such as leasing a car.

22 35. The Three Credit Reporting Agencies recognize they wield this power and are
23 aware of the resulting value of their debt reporting service to furnishers of information about
24 unpaid bills. For example, Experian published an infographic encouraging businesses to
25 furnish data by representing, “Customers that are aware you report to a credit bureau are

26 ⁴ Equifax, *Consumer Data Reporting* (2017),
27 assets.equifax.com/marketing/US/assets/dataFurnishersConsumerCreditData_ps.pdf.

28 ⁵ TransUnion, *Data Reporting—Learn about TransUnion data reporting options*, www.transunion.com/data-reporting/data-reporting (last visited Feb. 3, 2025).

⁶ Equifax, *Furnishing Consumer Data to Equifax* (“Data Furnishers that have fewer than 500 records to report each month may be required to subscribe to Automated Data View . . . at a subscription fee of \$50.00/month.”), www.equifax.com/business/data-furnishers/consumer/ (last visited Jan. 28, 2025).

1 less likely to default on their debt.”⁷ Equifax similarly states on its website, “Reporting loans
2 to the CRAs can help incentivize stronger payment performance. Since consumers today
3 understand that their payment behavior on loans reported to the CRA[]s matters. This often
4 drives them to pay those loans on time vs. delaying or not paying those that are not reported
5 to their credit file.”⁸ And as quoted above, TransUnion solicits more companies to furnish
6 data by advising, “Accurate and timely data reporting means . . . less litigation for credit
7 reporting customers.”⁹

8 36. To furnish data to a credit reporting agency, the furnishing entity must
9 complete an application with that agency, execute a contract, and complete an onboarding
10 process.¹⁰ Once registered to furnish data to a credit reporting agency, there is not a
11 unilateral decision whether to share debt information, but rather a contractual obligation to
12 furnish “full files on a monthly basis” to the credit reporting agency.¹¹

13 37. The Three Credit Reporting Agencies have recognized publicly that medical
14 providers can be data furnishers themselves, but that medical providers typically use a
15 collection agency to furnish data, explaining:

16 Most healthcare providers do not directly report to Equifax, Experian
17 and TransUnion. The changes being made by the Nationwide
18 Consumer Reporting Agencies (NCRAs) are designed to assist
19 consumers who have medical debt that has been sent to a
20 collection agency for recovery. Before this joint measure, if a
21 healthcare provider turned a consumer’s overdue account over to a
22 collection agency for non-payment, the collection agency could

23 ⁷ Experian, *Should I Report Credit Data To Experian?* (2018),
24 www.experian.com/content/dam/marketing/na/assets/im/consumer-information/infographics/data-reporting-infographic.pdf (last visiting Jan. 28, 2025).

25 ⁸ Bob Hofmann, *Major Benefits of Credit Reporting for Both Consumers and Lenders* (Feb. 28, 2023)
(emphasis removed), www.equifax.com/business/blog/-/insight/article/major-benefits-of-credit-reporting-for-both-consumers-and-lenders/.

26 ⁹ TransUnion, *Data Reporting—Learn about TransUnion data reporting options*, www.transunion.com/data-reporting/data-reporting (last visited Feb. 3, 2025).

27 ¹⁰ See, e.g., Equifax, *Prospective Data Furnishers—Frequently Asked Questions* (2017),
28 assets.equifax.com/marketing/US/assets/data_furnisher_faq.pdf.

¹¹ *Id.*

1 report that information to the NCRAs after a 180-day (six month)
2 period.¹²

3 38. The Three Credit Reporting Agencies know that a third-party collection
4 agency is an agent on behalf of the owner of the debt. The data furnished to the Three Credit
5 Reporting Agencies includes the medical provider's name as the original creditor of the
6 debt.

7 39. Whether the medical provider furnishes data to the Three Credit Reporting
8 Agencies personally or through an agent, the medical providers remain part of the
9 transaction of services with the Three Credit Reporting Agencies by remaining in control of
10 the decisions whether to send a particular unpaid bill to a collections agent and whether to
11 authorize the collections agent to furnish the data to the Three Credit Reporting Agencies.
12 As the CFPB has recognized, "Whether or not a third-party collection agency reports to the
13 NCRAs is generally a decision made by the creditor that assigns accounts for collection."¹³
14 A survey described by the CFPB "show[ed] that 83 percent of respondents (medical
15 providers) report unpaid accounts" to a credit reporting agency, and "nearly all" of those
16 healthcare providers "prefer to allow their contracted collection agencies to report the
17 unpaid accounts . . . as opposed to reporting the unpaid accounts themselves."¹⁴

18 40. The Medical Provider Plaintiffs in particular both decided that a collection
19 agency would furnish data about unpaid medical bills to the Three Credit Reporting
20 Agencies if the agent's efforts to contact patients failed to obtain payment. The Medical
21 Provider Plaintiffs have contracts with collection agencies that authorize the agencies to
22 furnish data to the Three Credit Reporting Agencies. The Medical Provider Plaintiffs are
23 aware that once the collection agencies receive an unpaid medical bill, they attempt to

24 ¹² Experian, *First Changes to Reporting of Medical Collection Debt Roll Out July 1, 2022*,
25 [www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-](http://www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022)
26 [debt-roll-out-july-1-2022](http://www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022); Equifax, *First Changes to Reporting of Medical Collection Debt Roll Out July 1, 2022* (same), [www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-](http://www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022)
26 [collection-debt-roll-out-july-1-2022](http://www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022).

27 ¹³ CFPB, *Consumer credit reports: A study of medical and non-medical collections* at 36 (Dec. 2014),
27 [files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-](http://files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-collections.pdf)
28 [collections.pdf](http://files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-collections.pdf).

28 ¹⁴ *Id.* at 36 n.57.

1 contact the patient to obtain payment, and if that is unsuccessful then the collection agency
2 will furnish information about that patient's unpaid bill to the Three Credit Reporting
3 Agencies to be reported on that patient's credit report.

4 41. If the collection agencies contracted by the Medical Provider Plaintiffs were
5 not furnishing to the Three Credit Reporting Agencies the information about unpaid medical
6 bills that was allowed to be furnished, the Medical Provider Plaintiffs would each choose a
7 different collection agency.

8 42. The Medical Provider Plaintiffs' collection agencies have accepted the
9 instruction from the Medical Provider Plaintiffs to furnish the medical-debt information that
10 they are allowed to furnish.

11 43. The debt that the collection agencies were retained by the medical providers
12 to collect remains debt owned by the medical providers. The collection agency does not
13 own the debt, but rather acts on behalf of the medical provider, as its agent, to collect the
14 debt. If a patient questions the accuracy of a medical debt on a credit report, the data
15 furnisher asks the medical provider for more details as needed.

16 44. Collection agencies have the same incentive to furnish the data to the Three
17 Credit Reporting Agencies as the medical providers on whose behalf they work, because
18 when patients pay a bill that the medical provider sent to the collection agency, the medical
19 providers receive payment and the collection agencies receive a portion of that as their
20 compensation. Because the collection agency receives a percentage of the medical debt it
21 is able to collect, the collection agency has a quantifiable financial interest in patients'
22 payments, and a quantifiable amount of damages from the injury of the Three Credit
23 Reporting Agencies' unlawfully devalued medical-debt reporting service. Both medical
24 providers and their collection agencies have suffered a direct, non-derivative amount of
25 harm from the devaluation of the medical-debt reporting service, because both have a
26 direct, non-derivative interest in incentivizing and motivating patients to pay. Further,
27 because these collection agencies work on a contingency percentage set by contract with
28

1 the medical providers, the medical providers and their collection agencies each suffer an
2 injury and an amount of damages that no one else could recover.

3 **The Conspiracies by the Three Credit Reporting Agencies**

4 45. On March 18, 2022, the Three Credit Reporting Agencies jointly announced
5 via press release the following “joint measures”:

6 The three nationwide credit reporting agencies (NCRAs) – Equifax
7 (NYSE: EFX), Experian (LON: EXPN), and TransUnion (NYSE: TRU) –
8 today announced significant changes to medical collection debt
9 reporting to support consumers faced with unexpected medical
10 bills. These joint measures will remove nearly 70% of medical
11 collection debt tradelines from consumer credit reports, a step
12 taken after months of industry research.

11

12 Effective July 1, 2022, . . . the time period before unpaid medical
13 collection debt would appear on a consumer’s report will be
14 increased from 6 months to one year, giving consumers more time
15 to work with insurance and/or healthcare providers to address their
16 debt before it is reported on their credit file. In the first half of 2023,
17 Equifax, Experian and TransUnion will also no longer include
18 medical collection debt under at least \$500 on credit reports.

19 The companies’ CEOs provided a joint statement on the decision to
20 change medical collection debt reporting:

21 “Medical collections debt often arises from unforeseen medical
22 circumstances. These changes are another step we’re taking
23 together to help people across the United States focus on their
24 financial and personal wellbeing,” said Mark W. Begor, CEO
25 Equifax; Brian Cassin, CEO Experian; and Chris Cartwright, CEO
26 TransUnion. “As an industry we remain committed to helping drive
27 fair and affordable access to credit for all consumers.”¹⁵

28 46. The announcement was widely publicized, including nationwide by the
federal government. For example, in April 2022, the CFPB reported that “Equifax, Experian,
and TransUnion issued a joint statement to announce . . . that starting in July 2023, they

¹⁵ PR Newswire, *Equifax, Experian, and TransUnion Support U.S. Consumers With Changes to Medical Collection Debt Reporting* (Mar. 18, 2022), www.prnewswire.com/news-releases/equifax-experian-and-transunion-support-us-consumers-with-changes-to-medical-collection-debt-reporting-301505822.html.

1 will not include information furnished to them for medical bills in collection for amounts of
2 \$500 or less.”¹⁶

3 47. After the announcement, in March 2022 the Three Credit Reporting
4 Agencies jointly instructed those who provided medical debt information to them: “Do not
5 report Medical Debt collection accounts . . . until they are at least 365 days past the Date
6 of the First Delinquency with the original creditor that led to the account being sold or
7 placed for collection.”¹⁷ The same written instructions also included: “Do not report
8 Medical Debt collection accounts . . . under a pre-defined minimum threshold (will be at
9 least \$500 and published later this year).”¹⁸

10 48. On April 11, 2023, the Three Credit Reporting Agencies jointly announced
11 via press release that they had effectuated their joint commitment from 2022 not to report
12 medical collection debt under \$500:

13 Equifax® (NYSE: EFX), Experian (LON:EXPN), and TransUnion
14 (NYSE:TRU) are jointly announcing that medical collection debt with
15 an initial reported balance of under \$500 has been removed from
16 U.S. consumer credit reports. With this change, now nearly 70
17 percent of the total medical collection debt tradelines reported to
18 the Nationwide Credit Reporting Agencies (NCRAs) are removed
19 from consumer credit files. This change reflects a commitment
20 made by the NCRAs last year.

21 “Our industry plays an important role in the financial lives of
22 consumers. We understand that medical debt is generally not taken
23 on voluntarily and we are committed to continuously evolving credit
24 reporting to support greater and responsible access to credit and
25 mainstream financial services,” said Mark W. Begor, CEO Equifax;
26 Brian Cassin, CEO Experian; and Chris Cartwright, CEO
27 TransUnion. “We believe that the removal of medical collection
28 debt with an initial reported balance of under \$500 from U.S.
consumer credit reports will have a positive impact on people’s
personal and financial well-being.”

25 ¹⁶ CFPB, *Know your rights and protections when it comes to medical bills and collections* (Apr. 11, 2022),
26 www.consumerfinance.gov/about-us/blog/know-your-rights-and-protections-when-it-comes-to-medical-bills-and-collections/.

27 ¹⁷ Equifax, Experian, & TransUnion, *To All Collections Data Furnishers* (Mar. 2022),
28 www.acainternational.org/wp-content/uploads/2022/03/Medical-Collections-Furnisher-Communication-March-2022-002.pdf.

¹⁸ *Id.*

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The NCRAs previously announced that as of July 1, 2022, . . . [t]he time period before unpaid medical collection debt appears on a consumer's credit report was also increased from six months to one year, giving consumers more time to address their debt before it is reported on their credit file.¹⁹

49. The Three Credit Reporting Agencies have removed unpaid medical debt under \$500 from consumer credit reports and stopped reporting it. The Three Credit Reporting Agencies also no longer report any unpaid medical debt until it has been delinquent at least 365 days. This joint action was widely reported to the public, including by the federal government.²⁰

50. Before this joint action, the Three Credit Reporting Agencies could have chosen independently (1) whether to include, and how to account for, medical debts under \$500 in the consumer credit reports they each publish, and (2) when to begin reporting unpaid medical bills.

51. Because the Three Credit Reporting Agencies conspired together to stop reporting medical debts under \$500 or less than 365 days delinquent, the debt reporting service that the Three Credit Reporting Agencies had provided has lost value to Plaintiffs.

52. The Three Credit Reporting Agencies are the only significant participants in the market for reporting medical-debt information. Plaintiffs have no feasible alternative to furnish information about unpaid medical bills under \$500 for the purpose of including them on consumer credit reports.

53. If only one of the Three Credit Reporting Agencies had decided to stop reporting medical debts under \$500 or less than 365 days delinquent, it would have lost furnishers to the credit reporting agencies that were better at reporting furnishers' data. Plaintiffs would have furnished information to one of these credit reporting agencies if it still

¹⁹ PR Newswire, *Equifax, Experian and TransUnion Remove Medical Collections Debt Under \$500 From U.S. Credit Reports* (Apr. 11, 2023), www.prnewswire.com/news-releases/equifax-experian-and-transunion-remove-medical-collections-debt-under-500-from-us-credit-reports-301793769.html.

²⁰ CFPB, *Have medical debt? Anything already paid or under \$500 should no longer be on your credit report* (May 8, 2023), www.consumerfinance.gov/about-us/blog/medical-debt-anything-already-paid-or-under-500-should-no-longer-be-on-your-credit-report/.

1 reported medical debts under \$500 or less than 365 days delinquent. But the Three Credit
2 Reporting Agencies, instead of continuing to compete for data furnishers, made it safe for
3 themselves—but anticompetitive for the market—by jointly deciding not to compete on
4 obtaining or reporting information about medical debts under \$500 or less than 365 days
5 delinquent.

6 54. The Three Credit Reporting Agencies’ two conspiracies were “voluntary
7 changes”—not requirements imposed by a government entity.²¹

8 55. Following the conspiracies, the collection agencies for the Medical Provider
9 Plaintiffs still furnish some medical-debt information, but cannot furnish information about
10 unpaid medical bills under \$500 or less than 365 days delinquent. The conspiracies also
11 prevent the Medical Provider Plaintiffs from personally furnishing the data to the Three
12 Credit Reporting Agencies. The Three Credit Reporting Agencies have jointly instructed
13 furnishers of medical data not to do so,²² regardless whether that furnisher be a medical
14 provider itself or its agent for collecting medical debt.

15 **Anticompetitive Effect of the Reporting-Amount Conspiracy**

16 56. Before the reporting-amount conspiracy, the Three Credit Reporting
17 Agencies competed on the comprehensiveness of their reporting of unpaid medical bills.
18 TransUnion’s former CEO testified to Congress in 2019 that the Three Credit Reporting
19 Agencies “are competing for the ability to actually provide the best information on a
20 consumer as possible.”²³ And TransUnion stated in a 2018 court filing that the Three Credit
21 Reporting Agencies “compete with one another to provide the most comprehensive, timely,
22 and accurate information on consumers’ financial behavior.”²⁴ The reporting-amount

23 _____
24 ²¹ CFPB, *Proposed Rule, Prohibition on Creditors and Consumer Reporting Agencies Concerning Medical Information* (June 18, 2024), available at www.regulations.gov/document/CFPB-2024-0023-0001.

25 ²² Equifax, Experian, & TransUnion, *To All Collections Data Furnishers* (Mar. 2022),
26 www.acainternational.org/wp-content/uploads/2022/03/Medical-Collections-Furnisher-Communication-March-2022-002.pdf.

27 ²³ *Who’s Keeping Score? Holding Credit Bureaus Accountable and Repairing a Broken System*, Hearing
28 Before the H. Comm. on Fin. Servs., 116th Cong. 1 (Feb. 26, 2019) (statement by James Peck, TransUnion CEO), www.govinfo.gov/content/pkg/CHRG-116hhrg35632/html/CHRG-116hhrg35632.htm.

²⁴ Trans Union LLC’s Redacted Counterclaims, *Fair Isacc Corp. v. TransUnion, LLC*, No. 17-cv-8318, ECF 38 at 6 (N.D. Ill. Feb. 12, 2018).

1 conspiracy restrained the Three Credit Reporting Agencies’ competition on the
2 comprehensiveness of their reporting of unpaid medical bills by agreeing not to report any
3 medical debt under \$500.

4 57. This reduction in competition has the anticompetitive effect of devaluing, in
5 an equal way, the quality of the medical-debt reporting service that the Three Credit
6 Reporting Agencies had provided to the Plaintiffs and other medical providers and
7 collection agencies. The medical-debt reporting service has been devalued because an
8 important incentive and encouragement for patients to pay medical bills under \$500 has
9 been removed.

10 58. The Three Credit Reporting Agencies understand that not reporting a medical
11 debt is a devaluation of their medical-debt reporting service because it removes an
12 incentive for the patient to pay. As Equifax’s website explains in the similar context of loans,
13 reporting an unpaid loan on a credit report “often drives [consumers] to pay those loans on
14 time vs. delaying or not paying those that are not reported to their credit file.”²⁵ TransUnion
15 has similarly published: “Accurate and timely data reporting means . . . less litigation for
16 credit reporting customers.”²⁶

17 59. The CFPB agrees that “[f]urnishing information to the NCRAs can provide an
18 incentive for borrowers or debtors to meet their repayment obligations.”²⁷

19 60. The general public understands that the reporting-amount conspiracy
20 removes a major incentive to pay medical bills under \$500. For example:

- 21 a. Numerous patients have stated on social media platforms that they
22 will not pay their medical bills of less than \$500.

23
24 _____
25 ²⁵ Bob Hofmann, *Major Benefits of Credit Reporting for Both Consumers and Lenders* (Feb. 28, 2023)
(emphasis removed), www.equifax.com/business/blog/-/insight/article/major-benefits-of-credit-reporting-for-both-consumers-and-lenders/.

26 ²⁶ TransUnion, *Data Reporting—Learn about TransUnion data reporting options*, www.transunion.com/data-reporting/data-reporting (last visited Feb. 3, 2025).

27 ²⁷ CFPB, *Consumer credit reports: A study of medical and non-medical collections* at 35 (Dec. 2014),
28 files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-collections.pdf.

- 1 b. A collection agency reported, “Anecdotally, we’ve had patients
2 share with our team that since healthcare debts can no longer be
3 listed on their credit report, they are no longer even due and do not
4 need to be paid.”²⁸
- 5 c. When a medical provider in Minneapolis attempted to collect just
6 \$45 of remaining patient responsibility and informed the patient the
7 bill would be sent to collections if not paid, the patient wrote, “That
8 is fine I know medical bills under \$500 won’t affect my credit score.”
- 9 d. A financial-advice podcast interviewed a consultant to people with
10 unpaid medical bills, who described how she handles negotiating
11 with collection agencies now: “[I]f it’s under \$500.00 . . . I’m like,
12 okay, well, . . . I’m gonna offer you \$100 and if you say no I’ll call you
13 back in a month and we’ll keep doing this dance until you accept
14 what I’m going to pay you.”²⁹
- 15 e. A large credit-card company now advises, “[G]et medical debt off
16 your credit report” by “[r]educ[ing] your medical debt to less than
17 \$500,” explaining that “your credit report should no longer reflect
18 any medical debts smaller than \$500.”³⁰

19 61. This devaluation of Defendants’ medical-debt reporting service has directly
20 injured Plaintiffs. The devaluation reduces the incentive to pay for the patients of Dr. Adams
21 and Cape Emergency Physicians, and for the patients whose unpaid bills are referred to
22 AmeriFinancial Solutions for collection. Plaintiffs now cannot receive a benefit from the
23

24 ²⁸ State Collection Service, Inc., *Impact of Credit Reporting Changes*,
25 www.statecollectionsservice.com/news/impact-of-credit-reporting-changes/ (last visited Nov. 8, 2023).

26 ²⁹ *Big Changes Coming to the Medical Bill Collections Process*, Popcorn Finance Podcast ep. 350 (Nov. 7,
27 2022), podcasts.apple.com/us/podcast/big-changes-coming-to-the-medical-bill-collections-
28 process/id1254075020?i=1000585322292; see also *Collections Eliminated for Medical Bills Under*
\$500!, Popcorn Finance ep. 350 (Mar. 20, 2023), www.youtube.com/watch?v=xXC-bfFEItA (YouTube
video of same podcast).

³⁰ Discover, *Does Medical Debt Appear on Your Credit Report?* (July 26, 2024), www.discover.com/credit-
cards/card-smarts/medical-debt-credit-report/.

1 Three Credit Reporting Agencies in return for furnishing information about unpaid medical
2 bills under \$500. That reduction in the quality of the service is an existing, ongoing injury.

3 62. This devaluation injury from the reporting-amount conspiracy has caused a
4 significant amount of monetary harm to each Plaintiff in the form of fewer medical bills
5 being paid.

6 63. The Medical Provider Plaintiffs have issued, and will continue to issue, many
7 bills for a patient responsibility under \$500. Patients have paid fewer of their bills under
8 \$500 because patients know those unpaid bills will not be reported on their credit reports.
9 Patients will continue to pay fewer of their bills under \$500 for the same reason. Dr. Adams
10 is aware that many of his patients have not paid their medical bills or even responded to the
11 bills, and reasonably infers that these patients are not paying because they are aware that
12 medical debt less than \$500 will not be reported on their credit reports. He frequently
13 performs services that cost patients less than \$500 out of pocket. The amount of monetary
14 harm from the conspiracies' injury to him has had a significant effect on his business, which
15 is a small business like that of many medical providers.

16 64. Cape Emergency Physicians, and its collection agency AmeriFinancial
17 Solutions, have seen a substantial decrease in the percentage of patients paying their bills.
18 Cape Emergency Physicians estimates that its amount of harm from the devalued reporting
19 service is at least hundreds of thousands of dollars.

20 65. A trade association warned the Three Credit Reporting Agencies about the
21 effect on medical providers:

22 The amounts they collect often represent whether the doctor makes
23 a profit or incurs a loss in running his or her business, including
24 employing others. It might be possible for one bill for less than \$500
25 to be written-off by a small Provider, but dozens of bills for this
26 amount could take away from significant operational costs at a
27 practice. Most Providers are just that: Providers, and not
28 sophisticated financial institutions like banks. These are small
businesses providing compassionate care to their community and

1 this change will cause further lack of recourse to be paid for their
2 services.³¹

3 66. The amount of monetary harm from the reporting-amount conspiracy’s
4 devaluation of Defendants’ medical-debt reporting service is massive, and the effect will
5 ripple through the United States for years to come. The conspiracy not to report medical
6 debt under \$500 will affect the repayment of tens of millions of medical bills. The CFPB
7 “estimate[d] that 22.8 million people will have at least one medical collection removed
8 from their credit reports when all medical collections less than \$500 are removed.”³² Using
9 the CFPB’s estimate, if each of the 22.8 million people had just one unpaid medical bill that
10 averaged \$100, the conspiracy would affect \$2.28 billion in money owed to medical
11 providers.

12 67. The impact is likely much larger. As the Washington Post has reported about
13 Defendants’ decision not to report unpaid medical bills: “To grasp why this removal is so
14 important, you have to understand the gravity of these small-dollar debts. It’s not just one
15 bill under \$500. People are often receiving multiple bills from different health-care
16 providers.”³³ The CFPB has estimated a total “outstanding balance of about \$88 billion in
17 medical debt collections on consumer credit reports,” based on data from 2021, and the
18 CFPB identified another study that estimated an outstanding balance of \$140 billion.³⁴

19 68. Since the reporting-amount conspiracy went into effect, the CFPB has
20 received an economist’s report of a decreased rate of collections, and described that “the
21 CFPB expects that this change in the collection rate is, in large part, the result of the
22

23
24 ³¹ Letter from Scott Purcell, CEO, ACA Int’l, to Mark Begor, CEO, Equifax, *et al.* (Mar. 23, 2022),
www.acainternational.org/wp-content/uploads/2022/03/ACA-Letter-to-CRAs-Final-1.pdf.

25 ³² CFPB, *Data Point: Consumer Credit and the Removal of Medical Collections from Credit Reports 2* (Apr.
2023), files.consumerfinance.gov/f/documents/cfpb_consumer-credit-removal-medical-collections-from-
credit-reports_2023-04.pdf.

26 ³³ Michelle Singletary, *Finally, medical debt under \$500 has been removed from credit reports* (Apr. 12,
2023), www.washingtonpost.com/business/2023/04/12/medical-debt-credit-reports/.

27 ³⁴ CFPB, *Medical Debt Burden in the United States* 6 n.10 (Feb. 2022),
28 files.consumerfinance.gov/f/documents/cfpb_medical-debt-burden-in-the-united-states_report_2022-
03.pdf.

1 removal of medical debts under \$500.”³⁵ The CFPB has also disclosed six comments it
2 received, from a medical provider and five collection agencies, that reported decreases in
3 payment of medical bills that the comments attributed to Defendants no longer reporting
4 medical bills under \$500.³⁶

5 69. The devaluation injury from the reporting-amount conspiracy has also
6 caused the harm of Plaintiffs incurring more costs to try to collect payment of medical bills.

7 70. Without the medical-debt reporting service being available for debts under
8 \$500, medical providers have resorted to costlier methods to receive payment of their bills,
9 such as employing additional time of in-house staff and third-party accounts-receivable
10 services. For example, following the conspiracy, the staff at Twelve Bridges Dermatology
11 have spent significantly more time than before explaining to patients what their financial
12 responsibility will be, in an effort to promote payment by the patients. This extra time has
13 the cost and harm of diverting the staff from other tasks that could benefit the practice,
14 improve its services, and increase its profits. These costlier methods have not succeeded,
15 and will not succeed, in achieving the same rate of payment.

16 71. The Medical Provider Plaintiffs have sent bills to patients that have not yet
17 been paid for amounts below \$500. This lack of payment has resulted in financial injury to
18 Cape Emergency Physicians, Dr. Adams, and AmeriFinancial Solutions. This lack of
19 payment has resulted in financial injury to Dr. Adams individually because he receives a set
20 percentage of the money received by Twelve Bridges Dermatology for the medical services
21 he performs at Twelve Bridges Dermatology, and he is separately entitled to a set
22 percentage of the practice’s profits. This lack of payment has resulted in financial injury to
23 AmeriFinancial Solutions because it receives a set percentage of payments made on
24 medical debt referred to it for collections.

25
26
27 ³⁵ CFPB, *Prohibition on Creditors and Consumer Reporting Agencies Concerning Medical Information*
(*Regulation V*) at 167 (Jan. 7, 2025), files.consumerfinance.gov/f/documents/cfpb_med-debt-final-rule_2025-01.pdf.

28 ³⁶ *Id.* at 184.

1 **Anticompetitive Effect of the Reporting-Timing Conspiracy**

2 72. Before the reporting-amount conspiracy, the Three Credit Reporting
3 Agencies' competed on the timeliness of their reporting of unpaid medical bills. The Three
4 Credit Reporting Agencies had "compete[d] with one another to provide the most
5 comprehensive, *timely*, and accurate information on consumers' financial behavior,"
6 according to a court filing by TransUnion in 2018.³⁷ The reporting-timing conspiracy
7 restrained the Three Credit Reporting Agencies' competition on the timeliness of their
8 reporting of unpaid medical bills by agreeing not to report any medical debt until it is
9 delinquent for 365 days.

10 73. This reduction in competition has the anticompetitive effect of devaluing, in
11 an equal way, the quality of the medical-debt reporting service that the Three Credit
12 Reporting Agencies had provided to the Plaintiffs and other medical providers and
13 collection agencies. The medical-debt reporting service is devalued because it removed an
14 important incentive for patients to pay their medical bills timely. Now Plaintiffs receive no
15 benefit from furnishing data until 365 days after an unpaid bill's due date.

16 74. The Three Credit Reporting Agencies understand that not timely reporting a
17 medical debt is a devaluation of their medical-debt reporting service because it removes an
18 incentive for the patient to timely pay. Equifax has advertised that, "By reporting your data
19 to Equifax, you . . . motivate slow-paying customers to pay in a timely manner in order to
20 protect or improve their current credit score."³⁸ Similarly, Experian advertises that
21 furnishing data to it will "increase on-time payments"³⁹ and that "[d]ata furnishers are more
22 likely to attain timely payments, reduce delinquencies and collect on bad debt."⁴⁰ With
23

24 ³⁷ Trans Union LLC's Redacted Counterclaims, *Fair Isacc Corp. v. TransUnion, LLC*, No. 17-cv-8318, ECF
25 38 at 6 (N.D. Ill. Feb. 12, 2018) (emphasis added).

26 ³⁸ Equifax, *Furnishing Data to Equifax*, www.equifax.com/business/data-furnishers/ (last visiting Jan. 28,
27 2025).

28 ³⁹ Experian, *Should I Report Credit Data To Experian?*(2018),
[www.experian.com/content/dam/marketing/na/assets/im/consumer-information/infographics/data-
reporting-infographic.pdf](http://www.experian.com/content/dam/marketing/na/assets/im/consumer-information/infographics/data-reporting-infographic.pdf) (last visiting Jan. 28, 2025).

⁴⁰ Experian, *Data Furnishing and Reporting*, www.experian.com/business/solutions/data-furnisher-reporting
(last visiting Jan. 28, 2025).

1 medical debt in particular, Experian has acknowledged, “The longer a bill sits in accounts
2 receivable, the less likely it will be recovered in full. Encouraging patients to pay as much of
3 the bill as possible, as early as possible, helps improve recovery rates.”⁴¹

4 75. The public understands that the reporting-timing conspiracy empowers
5 patients not to pay a medical bill until one year after the due date. For example, a financial-
6 advice podcast interviewed a consultant to people with unpaid medical bills, who
7 described that a hospital will “send [a bill] to collections but *that threat is kind of empty*
8 because they’ve . . . changed the laws now to where it can’t actually hit your credit report
9 and do anything to you until one year after the initial bill . . . it used to be 6 months.”⁴² The
10 consultant now recommends negotiating unpaid medical bills by stating, “Hey, this is the
11 amount of money that I can pay right now to close out this account, take it or leave it,
12 because I know that I have a year before this hits my credit.”⁴³

13 76. The amount of monetary harm from the injury caused by Defendants’
14 reporting-timing conspiracy has been and will be massive. This conspiracy applies to any
15 unpaid medical bills, including those over \$500.

16 77. Plaintiffs and other medical practices and collection agencies have received
17 less payment of medical bills because those bills are not reported on credit reports until at
18 least 365 days after delinquency. Defendants’ agreed delay in reporting unpaid medical
19 debts reduces or eliminates the time that patients can see a medical debt on their credit
20 report and still seek health-insurance payment. For example, some patients wait to pay a
21 medical bill until a credit report informs them of the amount still due. That notice, and the
22 desire to remove the medical debt from the credit report, incentivizes and motivates the
23 patient to contact their health-insurance provider to determine if insurance should cover
24

25 ⁴¹ Experian, *Optimize patient collections: 5 steps to spend less and collect more* (Nov. 9, 2022),
26 [www.experian.com/blogs/healthcare/optimize-patient-collections-5-steps-to-spend-less-and-collect-
more/](http://www.experian.com/blogs/healthcare/optimize-patient-collections-5-steps-to-spend-less-and-collect-more/).

27 ⁴² *Big Changes Coming to the Medical Bill Collections Process*, Popcorn Finance Podcast ep. 350 (Nov. 7,
2022), [podcasts.apple.com/us/podcast/big-changes-coming-to-the-medical-bill-collections-
process/id1254075020?i=1000585322292](https://podcasts.apple.com/us/podcast/big-changes-coming-to-the-medical-bill-collections-process/id1254075020?i=1000585322292).

28 ⁴³ *Id.*

1 some of the medical bill (or more of it than originally paid). The timing problem Defendants
2 have created is that some health-insurance providers require claims to be filed within 365
3 days from service. Therefore, payments that would have been made by health-insurance
4 providers have not, and will not, be made because the claim was not made in time.
5 Insurance providers' refusal to pay after 365 days leaves the patient with more of the bill to
6 pay, which foreseeably results in some of those patients not paying their medical bills.⁴⁴

7 78. Even if a patient eventually pays the full amount of an unpaid medical bill
8 after it is reported on the patient's credit report, the reporting-timing conspiracy causes a
9 delay in that payment. That is a quantifiable amount of damages to Plaintiffs and other
10 medical providers and collection agencies.

11 **Defendants' Conspiracies Intentionally Targeted Medical Providers**

12 79. Defendants' conspiracies to reduce the quality of their medical-debt
13 reporting service are intentionally targeted at medical providers and their collection
14 agencies.

15 80. Defendants have not agreed to remove from credit reports the unpaid bills
16 for any other types of debt, such as mortgages, car loans, credit cards, or any other product
17 or service that consumers receive without paying up front.

18 81. The Three Credit Reporting Agencies' public statements show that their
19 conspiracies targeted medical providers, and discovery of those Defendants' internal
20 communications will likely show more evidence. For example, Defendants' initial press
21 release publicizing the conspiracies quoted the Defendants' CEOs as jointly stating:
22 "Medical collection debt often arises from unforeseen medical circumstances. These
23 changes are another step we're taking together to help people across the United States
24 focus on their financial and personal wellbeing."⁴⁵ With this vague description that medical
25 debt "often arises from unforeseen medical circumstances," the Three Credit Reporting

26 _____
27 ⁴⁴ See *supra* Letter from Scott Purcell, CEO, ACA Int'l (explaining effects of delaying reporting time).

28 ⁴⁵ PR Newswire, *Equifax, Experian, and TransUnion Support U.S. Consumers With Changes to Medical Collection Debt Reporting* (Mar. 18, 2022), www.prnewswire.com/news-releases/equifax-experian-and-transunion-support-us-consumers-with-changes-to-medical-collection-debt-reporting-301505822.html.

1 Agencies represented to the public that medical debt is less worthy of repayment than other
2 debt. This encouraged patients not to pay their medical bills by giving them the
3 rationalizations that medical expenses are unexpected and unexpectedness is a valid
4 excuse not to pay.

5 82. Defendants' message that not paying medical debt is excusable appeared
6 again in identical webpage postings by Equifax and Experian in July 2022, which explained
7 the reason for the changes to reporting medical debt was to address "[u]nexpected
8 expenses."⁴⁶ Again in April 2023, a joint press release by Defendants quoted their CEOs
9 jointly stating, "We understand that medical debt is generally not taken on voluntarily[.]"⁴⁷
10 In this litigation as well, the Three Credit Reporting Agencies try to justify their conspiracies
11 by representing that "the decision to remove medical debts below \$500 from credit reports
12 'support[s] consumers faced with unexpected medical bills.'" ECF 48 at 19. This message
13 that medical bills are unexpected and involuntary are overbroad characterizations that
14 target medical providers as unworthy of paying.

15 83. In addition to justifying nonpayment of medical bills, the Three Credit
16 Reporting Agencies have more-directly encouraged patients not to pay their medical bills
17 by representing that the Three Credit Reporting Agencies will "help" patients and give them
18 "financial . . . wellbeing" by not reporting medical bills under \$500 and delaying the
19 reporting of larger medical bills.⁴⁸ The only way this could "help" patients is if the bills were
20 not going to be paid. The Three Credit Reporting Agencies are helping only in the sense an
21 accomplice helps—helping patients get away with nonpayment. When the Three Credit

22 _____
23 ⁴⁶ Experian, *First Changes to Reporting of Medical Collection Debt Roll Out July 1, 2022*,
24 [www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-](http://www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022)
25 [debt-roll-out-july-1-2022](http://www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022); Equifax, *First Changes to Reporting of Medical Collection Debt Roll Out July 1,*
26 [2022 \(same\), www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-](http://www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022)
27 [collection-debt-roll-out-july-1-2022](http://www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022).

28 ⁴⁷ PR Newswire, *Equifax, Experian and TransUnion Remove Medical Collections Debt Under \$500 From U.S. Credit Reports* (Apr. 11, 2023), www.prnewswire.com/news-releases/equifax-experian-and-transunion-remove-medical-collections-debt-under-500-from-us-credit-reports-301793769.html.

⁴⁸ See also Equifax, *Can Medical Collection Debt Impact Credit Scores?* ("The removal of medical collection debt . . . under \$500 from . . . credit reports is expected to have a positive impact on people's personal and financial well-being[.]"), www.equifax.com/personal/education/credit/score/articles/-/learn/can-medical-debt-impact-credit-scores/ (last visited Jan. 24, 2025).

1 Reporting Agencies wrote in this litigation that “the CRAs’ reforms resulted in the removal
2 of roughly \$88 billion in medical debt collections from 22.8 million consumer credit
3 reports,” ECF 48 at 18–19, that removal came only by whitewashing, not repayment.

4 84. The Three Credit Reporting Agencies also expressly targeted the collection
5 agencies working for medical providers, stating publicly: “The changes . . . are designed to
6 assist consumers who have medical debt that has been sent to a collection agency for
7 recovery.”⁴⁹ The only “assist[ance]” Defendants offered was to empower consumers to
8 ignore the collection agencies who are working on behalf of medical providers to collect
9 payment. The Three Credit Reporting Agencies know that collection agencies receive
10 compensation when patients pay bills that were sent to a collection agency for recovery.
11 By no longer enabling collection agencies to furnish medical debt unless it is at least \$500
12 and 365 days delinquent, and publicizing those changes, the Three Credit Reporting
13 Agencies are empowering patients not to pay medical providers or the collection agencies
14 working on their behalf.

15 85. The Three Credit Reporting Agencies have not stopped reporting any other
16 “unexpected expenses” or “debt not taken on voluntarily,” such as debt from fixing a car
17 after an accident, paying a plumber for a leak, replacing a broken appliance, buying new
18 furniture after a flood, moving to a new city after losing a job, or an unexpected veterinary
19 procedure for a pet.

20 **Harms to Patients and Society from Defendants’ Conspiracy**

21 86. In addition to the harm to Plaintiffs and other medical providers and
22 collection agencies, Defendants’ conspiracies cause significant harms to society.

23 87. Although Defendants jointly announced their conspiracies as a positive
24 development for patients, a profound *harm* to patients will ripple out from the conspiracies:
25

26 ⁴⁹ Experian, *First Changes to Reporting of Medical Collection Debt Roll Out July 1, 2022*,
27 [www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-](http://www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022)
28 [debt-roll-out-july-1-2022](http://www.experianplc.com/newsroom/press-releases/2022/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022); Equifax, *First Changes to Reporting of Medical Collection Debt Roll Out July 1, 2022* (same), [www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-](http://www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022)
[collection-debt-roll-out-july-1-2022](http://www.equifax.com/newsroom/all-news/-/story/first-changes-to-reporting-of-medical-collection-debt-roll-out-july-1-2022).

1 limited access to medical care. The harder it is for medical providers to recover unpaid bills,
2 the more likely the resulting financial difficulties will force medical providers to stop
3 providing service in locations where patients are less likely to pay. This will
4 disproportionately affect lower-income patients. As one trade association warned the
5 Three Credit Reporting Agencies:

6 If [medical providers] cannot collect on their accounts and
7 therefore incur ongoing losses that take away from running their
8 business, they will not be able to provide these important services
9 to our communities. . . . Basic economic principles make clear that
10 low-income Americans will be harmed most when Providers
constrict services, leading to higher costs and less access to
medical care for all consumers.⁵⁰

11 88. Defendants’ conspiracies also harm lenders. As this Court correctly
12 reasoned, “those who purchase the credit reports from Defendants” are “victims of
13 Defendants’ allegedly anticompetitive behavior.” ECF 59 at 20. Defendants’ credit reports
14 are less valuable to potential lenders now that they do not timely disclose all of consumers’
15 unpaid debts. The Three Credit Reporting Agencies could have continued competing for
16 lenders’ business by reporting the most thorough information each could obtain about
17 consumers’ unpaid debts. Instead, the Three Credit Reporting Agencies eliminated that
18 competition as to medical debt under \$500 or less than 365 days delinquent, equally
19 devaluing their products. This further proves that Defendants’ joint action, which harms
20 medical providers, did not flow from altruism but from protectionism.

21 **RELEVANT MARKET**

22 89. This lawsuit concerns one relevant market: the market for reporting medical-
23 debt information. Plaintiffs conduct a transaction in this market by furnishing medical-debt
24 information to credit reporting agencies in return for their reporting it on consumer credit
25 reports. The relevant market does not include information about non-medical debts.

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⁵⁰ Letter from Scott Purcell, CEO, ACA Int’l, to Mark Begor, CEO, Equifax, *et al.* (Mar. 23, 2022),
www.acainternational.org/wp-content/uploads/2022/03/ACA-Letter-to-CRAs-Final-1.pdf.

1 90. The geographic scope of the relevant market is the United States. Each
2 Defendant is involved in the relevant market throughout the United States.

3 91. Medical providers in the United States, themselves or through agents, have
4 furnished information about unpaid medical bills to credit reporting agencies in what had
5 been a mutually beneficial transaction: Credit reporting agencies received information
6 about unpaid debts, which made their reports more valuable to those purchasing the credit
7 reports, and medical providers received help incentivizing and motivating patients to pay
8 their medical bills, which came from patients' desire to avoid the negative impact on their
9 credit report of having unpaid medical bills.

10 92. There are only three significant credit reporting agencies who participate in
11 the market for reporting medical-debt information: Experian, Equifax, and TransUnion.

12 93. Experian, Equifax, and TransUnion jointly referred to themselves as “[t]he
13 three nationwide credit reporting agencies (NCRAs)” in the press release announcing the
14 conspiracies.⁵¹ TransUnion has stated in a court filing that Equifax and Experian are its “two
15 major competitors.”⁵² And each Defendant’s website identifies only the three Defendants
16 when referring to credit reporting agencies.⁵³

17 94. The federal government has recognized that Defendants “play an outsized
18 role in Americans’ economic lives,” noting that they “cover more than 1.6 billion credit
19 accounts for over 200 million adults every month.”⁵⁴ The CFPB identifies only Defendants
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22 ⁵¹ Business Wire, *Equifax, Experian, and TransUnion Support U.S. Consumers With Changes to Medical
Collection Debt Reporting* (Mar. 18, 2022),
23 [www.businesswire.com/news/home/20220318005244/en/Equifax-Experian-and-TransUnion-Support-
U.S.-Consumers-With-Changes-to-Medical-Collection-Debt-Reporting](http://www.businesswire.com/news/home/20220318005244/en/Equifax-Experian-and-TransUnion-Support-U.S.-Consumers-With-Changes-to-Medical-Collection-Debt-Reporting).

24 ⁵² Trans Union LLC’s Redacted Counterclaims, *Fair Isacc Corp. v. TransUnion, LLC*, No. 17-cv-8318, ECF
38 at 15 (N.D. Ill. Feb. 12, 2018).

25 ⁵³ See Equifax, www.equifax.com/personal/education/credit/score/ (“the three nationwide credit reporting
agencies, Equifax®, Experian®, and TransUnion®”); Experian, [www.experian.com/consumer-
products/experian-equifax-transunion-credit-report-and-score.html](http://www.experian.com/consumer-products/experian-equifax-transunion-credit-report-and-score.html) (“the three credit bureaus . . . Experian,
26 Equifax®, and TransUnion®”); TransUnion, www.transunion.com/credit-reporting-agencies (“There are three
credit agencies: TransUnion, Equifax, and Experian.”).

27 ⁵⁴ Karen Andre, *Report illustrates how the big three credit reporting companies are giving consumers the
runaround*, CFPB (Feb. 11, 2022), [www.consumerfinance.gov/about-us/blog/report-illustrates-how-big-
three-credit-reporting-companies-are-giving-consumers-the-runaround/](http://www.consumerfinance.gov/about-us/blog/report-illustrates-how-big-three-credit-reporting-companies-are-giving-consumers-the-runaround/).
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1 when it identifies the Nationwide Consumer Reporting Agencies (“NCRAs”).⁵⁵ Similarly, the
2 federal government’s public website about credit reports lists only the three Defendants as
3 “the three credit reporting agencies.”⁵⁶ That website provides a hyperlink to
4 AnnualCreditReport.com, “the only website authorized by the federal government to issue
5 free, annual credit reports from the three CRAs.” AnnualCreditReport.com prominently
6 states on its homepage that it is “brought to you” by Experian, Equifax, and TransUnion.⁵⁷

7 95. Members of Congress have recognized that the credit reporting industry is
8 an “oligopoly” controlled by Defendants and have lamented the lack of competition in the
9 market.⁵⁸ During a 2019 hearing before the House Financial Services Committee,
10 lawmakers expressed concern to Defendants’ CEOs, who appeared as witnesses, about
11 eliminating negative information from credit reports. In response, TransUnion’s then-CEO
12 James Peck “admitted that there could be ‘unintended consequences’ with eliminating
13 certain data from credit reports and scores.”⁵⁹

14 96. There is no reasonable substitute for the medical-debt reporting service that
15 the Three Credit Reporting Agencies have provided to Plaintiffs. Federal law and regulations
16 limit how a consumer’s information about unpaid bills can be reported, and to whom, which
17 restrains Plaintiffs’ options for reporting medical debt. They can only furnish information
18 about unpaid medical bills to a credit reporting agency. Defendants, as the only National
19 Credit Reporting Agencies (“NCRAs”), are the only significant participants in the market for
20 reporting medical-debt information.

23 ⁵⁵ CFPB, *Annual report of credit and consumer reporting complaints, an analysis of complaint responses by*
24 *Equifax, Experian, and TransUnion 3* (Jan. 2022), [files.consumerfinance.gov/f/documents/cfpb_fcra-611-](https://files.consumerfinance.gov/f/documents/cfpb_fcra-611-e_report_2022-01.pdf)
25 [e_report_2022-01.pdf](https://files.consumerfinance.gov/f/documents/cfpb_fcra-611-e_report_2023-01.pdf); CFPB, *Annual report of credit and consumer reporting complaints, an analysis of*
complaint responses by Equifax, Experian, and TransUnion (Jan. 2023),
files.consumerfinance.gov/f/documents/cfpb_fcra-611-e_report_2023-01.pdf.

26 ⁵⁶ USA.gov, *Learn about your credit report and how to get a copy* (last updated May 25, 2023),
www.usa.gov/credit-reports.

27 ⁵⁷ Annual Credit Report.com (Last Visited Aug. 15, 2023), www.annualcreditreport.com/index.action.

28 ⁵⁸ Neil Haggerty, *House banking panel bemoans credit bureaus’ ‘oligopoly’* (Feb. 26, 2019),
financialservices.house.gov/news/documentsingle.aspx?DocumentID=407266.

⁵⁹ *Id.*

1 97. The medical-debt reporting service is unique and non-substitutable for
2 medical providers and their collection agencies. The service is generally available at no out-
3 of-pocket cost to medical providers and their collection agents. The service has a value of
4 incentivizing and motivating patients to pay their bills in a way that is more effective than
5 repeated communications with patients (which can be ignored) and cheaper than a legal
6 action (which is cost prohibitive for medical bills under \$500 and rarely a sensible option
7 even for larger bills). As the CFPB has explained the furnishing of data to a credit reporting
8 agency, “A collector may be most likely to resort to this tactic when the amount owed on a
9 collections account is small. Small dollar accounts are most often observed for
10 telecommunications, utility, and medical accounts. Attempts to make direct contact with
11 the consumer via mail or telephone to collect may not be cost efficient based on the odds
12 of recovery and the amounts recovered.”⁶⁰ Defendants’ medical-debt reporting service is
13 unique and non-substitutable.

14 **CLASS REPRESENTATION ALLEGATIONS**

15 98. Plaintiffs bring their claims against Defendants on behalf of similarly situated
16 persons under Fed. R. Civ. P. 23(a) and 23(b)(3), and seek certification of the classes
17 defined as follows:

18 99. **Medical Provider Nationwide Class:** All providers of medical services in
19 the United States that furnished data on medical debt owed to them, either on their own
20 behalf or by using an agent, to any of the Three Credit Reporting Agencies, from March 18,
21 2022 through the date of class certification (the “Class Period”).

22 100. **Collection Agency Nationwide Class:** All entities retained by a medical
23 provider to collect medical debt owed to that medical provider and that furnished data on
24 that debt on behalf of that medical provider to any of the Three Credit Reporting Agencies,
25 during the Class Period.

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⁶⁰ CFPB, *Consumer credit reports: A study of medical and non-medical collections* at 35–36 (Dec. 2014),
28 files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-collections.pdf.

1 101. **Medical Provider California Subclass:** All providers of medical services in
2 California that furnished data on medical debt owed to them, either on their own behalf or
3 by using an agent, to any of the Three Credit Reporting Agencies, during the Class Period.

4 102. **Medical Provider New Jersey Subclass:** All providers of medical services
5 in New Jersey that furnished data on medical debt owed to them, either on their own behalf
6 or by using an agent, to any of the Three Credit Reporting Agencies, during the Class Period.

7 103. Plaintiffs reserve the right to amend these definitions as discovery proceeds
8 and to conform to the evidence.

9 104. Excluded from the Classes are Defendants, their agents, representatives,
10 and employees; any judge to whom this action is assigned; and any member of that judge's
11 staff and immediate family.

12 105. While the exact number of members of the Medical Provider Nationwide
13 Class is unknown at this time, in the United States there are just over one million licensed
14 physicians,⁶¹ more than 200,000 professionally active dentists,⁶² more than 45,000
15 doctors of optometry,⁶³ and more than 70,000 chiropractors.⁶⁴ These medical providers,
16 and other types of medical providers, are potential members of the Medical Provider
17 Nationwide Class. Data possessed by Defendants can assist in identifying the members of
18 this class.

19 106. While the exact number of members of the Medical Provider California
20 Subclass is unknown at this time, in California there at least 120,000 physicians with active
21 California licenses who practice in the state,⁶⁵ more than 30,000 professionally active

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23 ⁶¹ Aaron Young et al., *FSMB Census of Licensed Physicians in the United States, 2020*, Vol. 107 No. 2 J.
24 Medical Regulation 57 (2021), [www.fsmb.org/siteassets/advocacy/publications/2020-physician-](http://www.fsmb.org/siteassets/advocacy/publications/2020-physician-census.pdf)
25 [census.pdf](http://www.fsmb.org/siteassets/advocacy/publications/2020-physician-census.pdf).

26 ⁶² Am. Dental Ass'n, *U.S. Dentist Demographic Dashboard* (2022),
27 www.ada.org/resources/research/health-policy-institute/us-dentist-demographics.

28 ⁶³ Health Policy Institute, *County Data Demonstrates Eye Care Access Nationwide* (Apr. 2018),
[www.aoa.org/AOA/Documents/Advocacy/HPI/County%20Data%20Demonstrates%20Eye%20Care%20A-](http://www.aoa.org/AOA/Documents/Advocacy/HPI/County%20Data%20Demonstrates%20Eye%20Care%20Access%20Nationwide.pdf)
[ccess%20Nationwide.pdf](http://www.aoa.org/AOA/Documents/Advocacy/HPI/County%20Data%20Demonstrates%20Eye%20Care%20Access%20Nationwide.pdf).

⁶⁴ Am. Chiropractic Ass'n, *Key Facts and Figures About the Chiropractic Profession*,
www.acatoday.org/news-publications/newsroom/key-facts.

⁶⁵ Janet Coffman & Margaret Fix, *The State of California's Physician Workforce* (June 2021),
www.ucop.edu/uc-health/_files/prop-56/annunal-review-report-june2021.pdf [sic].

1 dentists,⁶⁶ almost 7,000 doctors of optometry,⁶⁷ and more than 12,000 chiropractors.⁶⁸
2 These medical providers, and other types of medical providers in California, are potential
3 members of the Medical Provider California Subclass. Data possessed by Defendants can
4 assist in identifying the members of this subclass.

5 107. While the exact number of members of the Medical Provider New Jersey
6 Subclass is unknown at this time, in New Jersey there are at least 34,000 physicians with
7 active licenses who practice in the state.⁶⁹ These medical providers, and other types of
8 medical providers in New Jersey, are potential members of the Medical Provider New Jersey
9 Subclass. Data possessed by Defendants can assist in identifying the members of this
10 subclass.

11 108. While the exact number of members of the Collection Agency Nationwide
12 Class is unknown at this time, in the United States there are numerous entities that collect
13 medical debt by furnishing data to the Three Credit Reporting Agencies. The CFPB has
14 reported that “[m]edical debt reporting is highly fragmented, with . . . the top 10 furnishers
15 accounting for only 18 percent of those tradelines.”⁷⁰ As of February 2023, the CFPB
16 reported 544 unique furnishers of medical debt.⁷¹ Data possessed by Defendants can
17 assist in identifying the members of this class.

18 109. Because the potential members of the Nationwide Classes, California
19 Subclass, and New Jersey Subclass (collectively, “Class Members”) are so numerous,

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21 ⁶⁶ Nat’l Library of Medicine, *Health, United States, 2019 [Internet] Table 42* (2020),
www.ncbi.nlm.nih.gov/books/NBK569311/table/ch3.tab42/.

22 ⁶⁷ Healthforce Ctr. at UCSF, *Optometry Workforce and Education in California* (July 31, 2020),
[healthforce.ucsf.edu/sites/healthforce.ucsf.edu/files/publication-
pdf/Optometry%20Workforce%20and%20Education%20in%20California.pdf](http://healthforce.ucsf.edu/sites/healthforce.ucsf.edu/files/publication-pdf/Optometry%20Workforce%20and%20Education%20in%20California.pdf).

23 ⁶⁸ Bram B. Briggance, *Chiropractic Care in California* (2003),
[healthforce.ucsf.edu/sites/healthforce.ucsf.edu/files/publication-pdf/5.%202003-
24 06_Chiropractic_Care_in_California.pdf](http://healthforce.ucsf.edu/sites/healthforce.ucsf.edu/files/publication-pdf/5.%202003-06_Chiropractic_Care_in_California.pdf).

25 ⁶⁹ Statista, *Leading 10 U.S. States With The Most Number of Active Physicians as of 2024*,
www.statista.com/statistics/250141/us-states-with-highest-total-number-of-active-physicians/.

26 ⁷⁰ CFPB, *Consumer credit reports: A study of medical and non-medical collections* at 6 (Dec. 2014),
[files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-
27 collections.pdf](http://files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-collections.pdf).

28 ⁷¹ CFPB, *Market Snapshot: An Update on Third-Party Debt Collections Tradelines Reporting* at 22 (Feb.
2023), [files.consumerfinance.gov/f/documents/cfpb_market-snapshot-third-party-debt-collections-
tradelines-reporting_2023-02.pdf](http://files.consumerfinance.gov/f/documents/cfpb_market-snapshot-third-party-debt-collections-tradelines-reporting_2023-02.pdf).

1 individual joinder of these members is impracticable.

2 110. The Class Members will be ascertainable through discovery of Defendants'
3 data and other records.

4 111. There are common questions of law and fact shared by Plaintiffs and each
5 Class Member. The common questions of law and fact include the following:

- 6 a. whether Defendants entered into a conspiracy;
- 7 b. whether the conspiracy was unlawfully in restraint of competition;
- 8 c. whether Defendants' conduct injured the Medical Provider classes and
9 the Collection Agency Nationwide Class;
- 10 d. whether Defendants' intentional acts were designed to induce a breach
11 of the contracts under which patients agreed to pay for services received
12 from medical providers;
- 13 e. whether the interference with such contracts was without justification;
- 14 f. whether it was reasonably probable that breaches of such contracts
15 was a result of the interference; and
- 16 g. the appropriate nature of class-wide injunctive or other equitable relief.

17 112. Certification of the Classes under Fed. R. Civ. P. 23(a) and 23(b)(3) is
18 appropriate as to the members of the putative classes because common questions
19 predominate over any individual questions and a class action is superior for the fair and
20 efficient adjudication of this controversy. All Class Members were subject to the same
21 conduct by Defendants, as such conduct was announced jointly by Defendants as their
22 standard business practice to be applied consistently nationwide.

23 113. A class action will cause an orderly and expeditious administration of claims
24 by the members of the Classes, will foster economies of time, effort, and expenses, and
25 will ensure uniformity of decisions.

26 114. Plaintiffs' claims are typical of the claims of the Classes pursuant to Fed. R.
27 Civ. P. 23(a) and 23(b)(3) because they are based on and arise out of identical facts
28 constituting the wrongful conduct of Defendants.

1 115. Plaintiffs are adequate representative of the Classes because their interests
2 do not conflict with the interests of other class members, and they will fairly and adequately
3 protect the class members' interests. Additionally, Plaintiffs are cognizant of their
4 responsibility as class representatives and they have retained experienced counsel fully
5 capable of, and intent upon, vigorously pursuing the action. Plaintiffs' counsel has extensive
6 experience in class action litigation.

7 116. The Class Members have suffered the same or similar injury as Plaintiffs,
8 including actual damages.

9 **COUNT I**

10 **VIOLATIONS OF THE SHERMAN ANTITRUST ACT,**
11 **15 U.S.C. § 1, ET SEQ.**

12 117. Plaintiffs re-allege and incorporate by reference each and every allegation
13 set forth above in paragraphs 1–114 as if fully set forth herein.

14 118. This claim is brought against all Defendants by Plaintiffs individually and on
15 behalf of the Nationwide Classes.

16 119. Defendants entered into and engaged in unlawful concerted action that
17 unreasonably restrained trade in violation of Section 1 of the Sherman Act (codified at 15
18 U.S.C. § 1). Defendants publicly announced they agreed not to report unpaid medical bills
19 under \$500 on consumer credit reports, and not to report other unpaid medical bills until
20 they have been delinquent 365 days. Then Defendants publicly announced they had
21 implemented these conspiracies.

22 120. Defendants' conspiracies restrain trade in the market for reporting medical-
23 debt information. Defendants no longer compete between themselves as to whether to
24 include medical debts under \$500 or delinquent less than 365 days on the consumer credit
25 reports they each publish. Defendants have jointly instructed that no one can furnish data
26 on medical debt to them—not a medical provider or its agent—unless the medical debt is
27 at least \$500 and 365 days delinquent. Defendants' conspiracies devalue, in an equal way,
28 the quality of the medical-debt reporting service that Defendants had each provided to

1 Plaintiffs.

2 121. Defendants' conspiracies constitute a *per se* violation of the Sherman Act,
3 and violate the Sherman Act according to the Rule of Reason. There are no procompetitive
4 benefits of Defendants' agreement, nor was there a legitimate or sufficient business
5 justification. Any ostensible procompetitive benefit was pretextual or could have been
6 achieved by less restrictive means. This Court has ruled "that Plaintiffs have plausibly
7 alleged unlawful conduct, prohibited by antitrust laws, by the Defendants." ECF 59 at 13.

8 122. Plaintiffs' and Class Members' injuries are of the type the antitrust laws were
9 designed to prevent, and flow from that which makes Defendants' conduct unlawful.
10 Defendants' conspiracies intentionally, directly, and proximately caused a reduction in the
11 value of the medical-debt reporting service that Defendants had each provided to Plaintiffs
12 and other medical providers and collection agencies, in return for those medical providers
13 and collection agencies furnishing data on medical debt. The Medical Provider Plaintiffs,
14 such as Dr. Adams and Cape Emergency, are injured from the lower-quality medical-debt
15 reporting service because they receive less value for furnishing data on medical debt to
16 Defendants, whether they furnish that data personally or through an agent. This injury is
17 direct because the Medical Provider Plaintiffs instruct agents, working on their behalf, to
18 furnish data on medical debt to Defendants. This injury is also direct to the Collection
19 Agency Plaintiff, AmeriFinancial Solutions, because it transacts with Defendants on behalf
20 of Cape Emergency and other medical providers, based on those medical providers'
21 authorization and instruction to furnish the data on medical debt that AmeriFinancial
22 Solutions is allowed to furnish.

23 123. Plaintiffs each have suffered amounts of damages that only they can
24 recover: nonpayment of medical bills, delayed payment of medical bills, and increased
25 costs to collect payment of medical bills. The increased costs to collect payment of
26 medical bills have been incurred directly by Dr. Adams, Cape Emergency, and
27 AmeriFinancial Solutions. With respect to unpaid or late-paid medical bills, a defined
28 portion of the payment of those bills would have flowed (or flowed faster) to the Medical

1 Provider Plaintiffs alone, and could not be recovered as damages by any other person.
2 When the Medical Provider Plaintiffs retain a collection agency to collect an unpaid medical
3 bill, the collection agency receives a defined percentage of any payment and the Medical
4 Provider Plaintiffs receive the remaining defined percentage of any payment. Therefore, Dr.
5 Adams, Cape Emergency, and AmeriFinancial Solutions have all suffered amounts of
6 damages, flowing from the antitrust injury of the devalued medical-debt reporting service,
7 that no other person could recover.

8 124. Plaintiffs seek damages in an amount to be proven at trial under Section 4 of
9 the Clayton Act (codified at 15 U.S.C. § 15), on behalf of themselves and the Nationwide
10 Classes.

11 125. Defendants' services are transacted in interstate commerce. Defendants
12 engaged in conduct inside the United States that caused direct, substantial, intentional,
13 and reasonably foreseeable anticompetitive effects upon interstate commerce within the
14 United States. The activities of Defendants were within the flow of interstate commerce of
15 the United States and these activities were intended to have, and did have, a substantial
16 effect on interstate commerce of the United States.

17 126. The restrained trade affects interstate commerce for several reasons,
18 including because the transaction for medical-debt reporting services between Plaintiffs
19 and the Three Credit Reporting Agencies spans state lines. Dr. Adams's practice is located
20 in California, Cape Emergency Physicians treats patients in New Jersey, AmeriFinancial
21 Solutions furnishes data on unpaid bills for medical practices in many different states, and
22 Defendants have nationwide operations. In addition, Equifax's principal place of business
23 is in Georgia and TransUnion's principal place of business is in Illinois.

24 127. Each Defendant is jointly and severally liable for the harm caused by its
25 conduct from the time they implemented their conspiracies to the present.
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COUNT II

**VIOLATIONS OF THE CARTWRIGHT ACT,
CAL. BUS. & PROF. CODE § 16720, ET SEQ.**

128. Dr. Adams re-alleges and incorporates by reference each and every allegation set forth above in paragraphs 1–114 as if fully set forth herein.

129. This claim is brought against all Defendants by Dr. Adams individually and on behalf of the Medical Provider California Subclass.

130. Defendants entered into and engaged in unlawful concerted action that unreasonably restrained trade in violation of the Cartwright Act, Cal. Bus. & Prof. Code § 16720, *et seq.* Defendants publicly announced they agreed not to report unpaid medical bills under \$500 on consumer credit reports, and not to report other unpaid medical bills until they have been delinquent 365 days. Then Defendants publicly announced they had implemented these conspiracies.

131. Defendants’ conspiracies restrain trade in the market for reporting medical-debt information. Defendants no longer compete between themselves as to whether to include medical debts under \$500 or delinquent less than 365 days on the consumer credit reports they each publish. Defendants have jointly instructed that no one can furnish data on medical debt to them—not a medical provider or its agent—unless the medical debt is at least \$500 and 365 days delinquent. Defendants’ conspiracies devalue, in an equal way, the quality of the medical-debt reporting service that the Defendants had each provided to Dr. Adams and the Medical Provider California Subclass.

132. Defendants’ conspiracies constitute a *per se* violation of the Cartwright Act, and violate the Cartwright Act according to the Rule of Reason. There are no procompetitive benefits of Defendants’ agreement, nor was there a legitimate or sufficient business justification. Any ostensible procompetitive benefit was pretextual or could have been achieved by less restrictive means.

133. Dr. Adams’ and the Medical Provider California Subclass’s injuries are of the

1 type the Cartwright Act was designed to prevent, and flow from that which makes
2 Defendants' conduct unlawful. Defendants' conspiracies intentionally, directly, and
3 proximately caused a reduction in the value of the medical-debt reporting service that
4 Defendants had each provided to Dr. Adams and the Medical Provider California Subclass,
5 in return for those medical providers and their collection agencies furnishing data on
6 medical debt. Dr. Adams and the Medical Provider California Subclass are injured from the
7 lower-quality medical-debt reporting service because they receive less value for furnishing
8 data on medical debt to Defendants, whether they furnish that data personally or through
9 an agent. This injury is direct because the Medical Provider Plaintiffs instruct agents,
10 working on their behalf, to furnish data on medical debt to Defendants.

11 134. Dr. Adams and the Medical Provider California Subclass each have suffered
12 amounts of damages that only they can recover: nonpayment of medical bills, delayed
13 payment of medical bills, and increased costs to collect payment of medical bills. The
14 increased costs to collect payment of medical bills have been incurred directly by them.
15 With respect to unpaid or late-paid medical bills, a defined portion of the payment of those
16 bills would have flowed (or flowed faster) to them alone, and could not be recovered as
17 damages by any other person. When Dr. Adams and the Medical Provider California
18 Subclass retain a collection agency to collect an unpaid medical bill, the collection agency
19 receives a defined percentage of any payment and they receive the remaining defined
20 percentage of any payment. Therefore, Dr. Adams and the Medical Provider California
21 Subclass each suffered amounts of damages, flowing from the antitrust injury of the
22 devalued medical-debt reporting service, that no other person could recover.

23 135. Dr. Adams, individually and on behalf of the Medical Provider California
24 Subclass, seeks damages in an amount to be proven at trial.

25 136. Each Defendant is jointly and severally liable for the harm caused by its
26 conduct from the time they implemented their conspiracies to the present.

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COUNT III

TORTIOUS INTERFERENCE WITH EXISTING CONTRACTS – CALIFORNIA

137. Dr. Adams re-alleges and incorporates by reference each and every allegation set forth above in paragraphs 1–114 as if fully set forth herein.

138. This claim for tortious interference with existing contracts under California common law is brought against all Defendants by Dr. Adams individually and on behalf of the Medical Provider California Subclass.

139. Dr. Adams and the class have entered into, and will continue to enter into, valid contracts with patients that require patients to pay for the medical services they receive, including the portion beyond what is covered by health insurance or another payor. Under these contracts, Dr. Adams and the class have sent bills, and will continue to send bills, to patients who received medical services and became obligated under contract to pay. Many of these bills are an obligation for patients to pay less than \$500.

140. At the time Defendants implemented their conspiracies, Defendants possessed detailed data showing the existence of contracts between medical providers and patients, and knew that patients had contractual obligations to pay medical providers but had not yet paid. Data possessed by Defendants showed a substantial amount of money owed by patients to medical providers in California.

141. The Defendants’ joint delay in reporting unpaid medical bills until at least 365 days delinquent, and joint removal of unpaid medical bills under \$500 from consumer credit reports, were intentional acts designed to induce patients to breach or disrupt their existing contractual relationships with medical providers. As explained in more detail above, Defendants’ unlawful conspiracies persuaded and encouraged patients to not pay their medical bills or at least wait until delinquency approached 365 days. Defendants persuaded and encouraged patients not to pay their medical bills by promoting a flawed rationalization that medical debt is unexpected and less worthy of repayment, and by indicating to patients that they no longer needed to worry about paying their medical bills because the Three Credit Reporting Agencies were removing the negative consequence of

1 nonpayment.

2 142. Defendants' conspiracies caused a significant number of patients to not pay
3 their bills or to wait longer to pay than they would have but-for Defendants' conspiracies.

4 143. Defendants' intentional interference with these contractual relationships
5 has caused Dr. Adams and the Medical Provider California Subclass to suffer substantial
6 monetary damages. Medical providers now receive payment on fewer medical bills, later
7 payment of bills that are paid, and have incurred additional costs to attempt to collect
8 payment.

9 144. Defendants' interference was wrongful and without justification because it
10 violated antitrust law and Defendants had a self-interested motive to benefit themselves at
11 the expense of medical providers. Defendants' asserted benefits to patients from their
12 conspiracies are outweighed by the reduction in the availability of medical care, the
13 increased cost of medical care, changed billing practices that impose more up-front costs
14 on patients, the devaluation of the medical-debt reporting service that Defendants offer to
15 Plaintiffs, the non-payment of medical bills from patients, and the costlier paths Plaintiffs
16 must now pursue to collect payment of medical bills.

17 145. Dr. Adams, individually and on behalf of the Medical Provider California
18 Subclass, seeks damages in an amount to be proven at trial.

19 146. Each Defendant is jointly and severally liable for the harm caused by its
20 conduct from the time they implemented their conspiracies to the present.

21 **COUNT IV**

22 **TORTIOUS INTERFERENCE WITH EXISTING CONTRACTS – NEW JERSEY**

23 147. Plaintiff Cape Emergency Physicians re-alleges and incorporates by
24 reference each and every allegation set forth above in paragraphs 1–114 as if fully set forth
25 herein.

26 148. This claim for tortious interference with existing contracts under New Jersey
27 common law is brought against all Defendants by Cape Emergency Physicians individually
28 and on behalf of the Medical Provider New Jersey Subclass.

1 149. Cape Emergency Physicians and the class have entered into, and will
2 continue to enter into, valid contracts with patients that require patients to pay for the
3 medical services they receive, including the portion beyond what is covered by health
4 insurance or another payor. Under these contracts Cape Emergency Physicians and the
5 class have sent bills, and will continue to send bills, to patients who received medical
6 services and became obligated under contract to pay. Many of these bills are an obligation
7 for patients to pay less than \$500.

8 150. At the time Defendants implemented their conspiracies, Defendants
9 possessed detailed data showing the existence of contracts between medical providers
10 and patients, and knew that patients had contractual obligations to pay medical providers
11 but had not yet paid. Data possessed by Defendants showed a substantial amount of
12 money owed by patients to medical providers in New Jersey.

13 151. The Defendants' joint delay in reporting unpaid medical bills until at least
14 365 days delinquent, and joint removal of unpaid medical bills under \$500 from consumer
15 credit reports, were intentional acts designed to induce patients to breach or disrupt their
16 existing contractual relationships with medical providers. As explained in more detail
17 above, Defendants' unlawful conspiracies persuaded and encouraged patients to not pay
18 their medical bills or at least wait until delinquency approached 365 days. Defendants
19 persuaded and encouraged patients not to pay their medical bills by promoting a flawed
20 rationalization that medical debt is unexpected and less worthy of repayment, and by
21 indicating to patients that they no longer needed to worry about paying their medical bills
22 because the Three Credit Reporting Agencies were removing the negative consequence of
23 nonpayment.

24 152. Defendants' conspiracies caused a significant number of patients to not pay
25 their bills or to wait longer to pay than they would have but-for Defendants' conspiracies.

26 153. Defendants' intentional interference with these contractual relationships
27 has caused Cape Emergency Physicians and the Medical Provider New Jersey Subclass to
28 suffer substantial monetary damages. Medical providers now receive payment on fewer

1 medical bills, later payment of bills that are paid, and have incurred additional costs to
2 attempt to collect payment.

3 154. Defendants' interference was wrongful and without justification because it
4 violated antitrust law and Defendants had a self-interested motive to benefit themselves
5 at the expense of medical providers. Defendants' asserted benefits to patients from their
6 conspiracies are outweighed by the reduction in the availability of medical care, the
7 increased cost of medical care, changed billing practices that impose more up-front costs
8 on patients, the devaluation of the medical-debt reporting service that Defendants offer to
9 Plaintiffs, the non-payment of medical bills from patients, and the costlier paths Plaintiffs
10 must now pursue to collect payment of medical bills.

11 155. Cape Emergency Physicians, individually and on behalf of the Medical
12 Provider New Jersey Subclass, seeks damages in an amount to be proven at trial.

13 156. Each Defendant is jointly and severally liable for the harm caused by its
14 conduct from the time they implemented their conspiracies to the present.

15 **PRAYER FOR RELIEF**

16 Plaintiffs and the Class Members seek the following relief:

- 17 a. Certification of the Classes and Subclasses;
- 18 b. Judgment against Defendants for violating the Sherman Act and
19 Cartwright Act;
- 20 c. Judgment against Defendants for committing tortious interference under
21 California and New Jersey common law;
- 22 d. Award Plaintiffs and the Class Members treble damages for the injuries
23 they suffered as a result of Defendants' unlawful conduct under the
24 Sherman Act and Cartwright Act;
- 25 e. Award Plaintiffs and the Class Members actual and punitive damages in
26 an amount to be proven at trial for Defendants' tortious interference;
- 27 f. Award Plaintiffs and Class Members their costs of suit, including
28 reasonable attorneys' fees and expenses;

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- g. Order that Defendants, their directors, officers, parents, employees, agents, successors, members, and all persons in active concert and participation with them be enjoined and restrained from, in any manner, directly or indirectly, committing any additional violations of the law as alleged herein; and
- h. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand a trial by jury on all issues that can be tried to a jury.

Date: February 3, 2024

Respectfully submitted,

/s/ Bennett Rawicki
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*Counsel for the Plaintiffs and
the Proposed Classes*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Dr. Derrick Adams, Cape Emergency Physicians, P.A., and Amerifinancial Solutions, LLC on behalf of themselves and those similarly situated

(b) County of Residence of First Listed Plaintiff Placer County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Michael Merriman, Hilgers Graben, PLLC 655 West Broadway, Ste. 900, San Diego, CA 92101 619-369-6232

DEFENDANTS

Experian Information Solutions, Inc., Equifax Inc., and Transunion

County of Residence of First Listed Defendant Orange County (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, PERSONAL INJURY, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC § 1. Brief description of cause: Defendants jointly devalued debt-reporting service, violating Sherman Act and Cartwright Act and tortiously interfering with contracts

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/03/2025 SIGNATURE OF ATTORNEY OF RECORD s/ Michael Merriman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 2:23-cv-01773-DJC-JDP Document 60-1 Filed 02/03/25 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.